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DIGEST OF OTHER RECENT VIRGINIA DECISIONS.**Supreme Court of Appeals.**

Note.—In this department we give the syllabus of every case decided by the Virginia Supreme Court of Appeals, except of such cases as are reported in full.

HEUSER et al. v. BELVIN et al.

Jan. 13, 1916.

[87 S. E. 594.]

1. Life Estates (§ 27*)—Sale—Contracts—Remainder.—Land was granted to a trustee to hold for a husband and father for life, and the trustee, at his death, to convey to such persons as should be the heirs of the life tenant. The life tenant and the adult heirs, by a power of attorney, authorized the trustee to sell the property as their attorney in fact. He entered into a contract with respondent, whereby it was agreed that respondent should purchase the land at an agreed price, that a proper suit should be instituted for the purpose of carrying the sale into effect, and that, in the deed which the court would be asked to order, such parties would join. The adult remaindermen instituted a proceeding for the sale of the land, and, there being an infant heir, it was ordered sold at public auction. At public auction the land brought considerably more than the agreed price, which, however, was a fair price. Held, that as the contract was binding on the purchaser and he might have been forced to accept the property, the contract is binding on the life tenant adult remaindermen. and the purchaser is entitled to their share of the excess over the contract price; for any interest in land, vested or contingent, may be disposed of by deed or will under Code 1904, § 2418.

[Ed. Note.—For other cases, see Life Estates, Cent. Dig. §§ 49, 50; Dec. Dig. § 27.* 5 Va.-W. Va. Enc. Dig. 183; 7 Va. Law Reg. 538, 543.]

2. Life Estates (§ 27*)—Sale—Effect.—In such case, as the life tenant owed the remaindermen no duty, the fact that respondent had agreed that, in case the land brought an advance, the remainderman should share in any sum to which respondent was entitled does not invalidate the contract.

[Ed. Note.—For other cases, see Life Estates, Cent. Dig. §§ 49, 50; Dec. Dig. § 27.* 5 Va.-W. Va. Enc. Dig. 183.]

Appeal from Circuit Court. Wythe County.

Petition by H. M. Heuser, trustee and receiver, and others against L. R. Belvin and others, for the sale of lands. From a

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.

decree in favor of H. C. Trinkle, the petitioners appeal. Affirmed.

H. M. Heuser, of Wytheville, and *Harless & Colhoun*, of Christianburg, for appellants.

W. B. Kegley and *E. Lee Trinkle*, both of Wytheville, for appellee.

GENERAL RY. SIGNAL CO. *v.* COMMONWEALTH.

Jan. 13, 1916.

[87 S. E. 598.]

1. Contracts (§ 144*)—Construction—What Law Governs.—Where contracts were made without the state for the furnishing of material and with skilled laborers, but all were to be performed within the state, the state law governs.

[Ed. Note.—For other cases, see Contracts, Cent. Dig. §§ 724-727; Dec. Dig. § 144.* 3 Va.-W. Va. Enc. Dig. 107.]

2. Commerce (§ 40*)—"Interstate Commerce"—What Constitutes.—Defendant, a foreign corporation engaged in the manufacture of signaling devices for use on railroads had its plant outside of the state, contracted to equip a railroad company located entirely within the state with such devices. The work was done in the state largely by skilled laborers with whom contracts were made outside, and the material was consigned by defendant to its own order in the state. Held, that defendant was not a mere seller of property, and the transaction did not constitute interstate commerce, but its property on delivery to its own order in the state became part of the general property and subject to taxation and so it was doing business within the state and was liable to the provisions of Code 1904, § 1104, requiring the designation of a process agent and the filing of a certificate showing the payment of the fee required by law before foreign corporations may do business in the state.

[Ed. Note.—For other cases, see Commerce, Cent. Dig. §§ 29, 30; Dec. Dig. § 40.* 7 Va.-W. Va. Enc. Dig. 865.]

For other definitions, see Words and Phrases, First and Second Series, Interstate Commerce.]

3. Commerce (§ 69*)—Interstate Commerce—Burdens Upon.—The state may impose whatever condition it desires as a condition to the foreign corporations doing business within the state, and therefore the imposition of a license tax based upon the foreign corporation's entire capital stock is not a burden on interstate commerce; its interstate business being entirely separate from its intrastate business.

[Ed. Note.—For other cases, see Commerce, Cent. Dig. §§ 100, 113-119; Dec. Dig. § 69.* 7 Va.-W. Va. Enc. Dig. 867.]

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.